

IN THE CIRCUIT COURT OF
THE SEVENTH JUDICIAL CIRCUIT,
IN AND FOR ST. JOHNS COUNTY,
FLORIDA

DEBORAH LENNON,

Plaintiff,

Case No.: 552024CA001223A000MX

v.

AMERIPRISE FINANCIAL INC.,
a foreign for-profit corporation,

Defendant.

_____ /

COMPLAINT AND DEMAND FOR JURY TRIAL

COMES NOW Plaintiff, Deborah Lennon, by and through the undersigned attorneys of record, and files this Complaint and Demand for Jury Trial against Defendant Ameriprise Financial Services, LLC, (hereinafter “Ameriprise”) and in support thereof states as follows:

NATURE OF THE ACTION

1. This is an action for discrimination pursuant to the Florida Civil Rights Act (hereinafter “FCRA”).
2. This is an action for retaliation pursuant to the FCRA.
3. At all times relevant to this Complaint, Plaintiff has been an individual residing in Elkton, St. Johns County, Florida.
4. At all times relevant to this Complaint, Defendant was a limited liability company operating, conducting, engaging in, or carrying on a business or business venture in this state and having an office in this state.
5. Defendant is an employer for purposes of the FCRA, as the term is defined by Florida Statutes section 760.02(7).

6. Plaintiff is a person for purposes of the FCRA, as the term is defined by Florida Statutes section 760.02(6).

7. The actions alleged in this Complaint took place within St. Johns County, Florida.

8. Venue is therefore proper in this Court.

EXHAUSTION OF ADMINISTRATIVE PREREQUISITES

9. On November 1, 2022, Plaintiff filed her charge of discrimination with the Equal Employment Opportunity Commission (hereinafter the “EEOC”) and the Florida Commission on Human Relations (hereinafter the “FCHR”).

10. On July 31, 2024, the EEOC provided Plaintiff with a right to sue notice.

11. Suit is being filed within the time required by the FCRA.

12. Pursuant to the EEOC and FCHR’s worksharing agreement, the FCHR failed to make any determination regarding the merits of Plaintiff’s claims within 180 days of Plaintiff’s filing of her charge of discrimination.

13. Plaintiff has exhausted all administrative prerequisites to filing suit.

GENERAL ALLEGATIONS

14. Plaintiff is female.

15. In approximately March 2022, Plaintiff began Defendant’s recruitment process for a financial advisor position.

16. During the recruitment process, Plaintiff’s exclusive point of contact was Ameriprise’s area representative, Francis “Chip” Cerovac.

17. Plaintiff met with Mr. Cerovac at a number of Ameriprise events, including those held in Jacksonville, Florida, St. Johns County, Florida, and Daytona Beach, Florida.

18. Mr. Cerovac took Plaintiff on a tour of Ameriprise's Daytona Beach, Florida office, where Plaintiff would be reporting when hired by Ameriprise.

19. Mr. Cerovac presented himself not only as Plaintiff's recruitment contact, but also as Plaintiff's primary contact during employment with Ameriprise, as well as the person responsible for deciding whether Ameriprise would hire Plaintiff.

20. Mr. Cerovac participated in all aspects of the recruitment and hiring process for Ameriprise, including the interview process, submission of required documents, meeting with Ameriprise's home office, and communicating with Plaintiff during the application and offer process.

21. During the time Plaintiff was recruited to Ameriprise by Mr. Cerovac, Mr. Cerovac sent Plaintiff numerous text messages, beginning with pleasantries and discussions about Ameriprise, which escalated to Mr. Cerovac sending Plaintiff photos of himself, asking Plaintiff to send photos of herself to him, offering to share dessert, complimenting Plaintiff's physical attributes, and sharing love ballads with her.

22. By April 28, 2022, Mr. Cerovac represented to Plaintiff that Ameriprise was going to extend an offer of employment to Plaintiff and he believed the offer would be made the following week.

23. On May 6, 2022, Plaintiff met with Mr. Cerovac with the belief, based on Mr. Cerovac's statements the prior week, that he was going to communicate Plaintiff's job offer.

24. At the meeting, Mr. Cerovac did not communicate the offer, but instead, brought her flowers and propositioned her to engage in sexual activity with him.

25. Plaintiff declined Mr. Cerovac's advances.

26. After Plaintiff's rejection of Mr. Cerovac's advances, Mr. Cerovac stopped communicating with Plaintiff regarding the position and refused to provide her with any onboarding documents for the financial advisor position.

27. In the week following Mr. Cerovac's unreciprocated advances, Mr. Cerovac continued to communicate with Plaintiff only regarding his romantic interest in Plaintiff.

28. Mr. Cerovac's continued pursuit and failure to engage in a professional manner with her made Plaintiff feel unsafe.

29. It was apparent to Plaintiff that Mr. Cerovac, as gatekeeper of Plaintiff's employment offer with Ameriprise, would deprive Plaintiff of her employment offer unless she acquiesced to his advances.

30. Plaintiff's employment with Ameriprise was conditioned on her engaging in a sexual relationship with Mr. Cerovac.

31. As a result the apparent requirement that Plaintiff engage in a sexual relationship with Mr. Cerovac in order to obtain her offer of employment with Ameriprise, Plaintiff withdrew her name from consideration for the financial advisor position.

COUNT I: SEX DISCRIMINATION IN VIOLATION OF THE FCRA

32. Plaintiff re-alleges and incorporates by reference the allegations contained in paragraphs 1,3-13, 14-31, above as if fully set forth herein.

33. Defendant had an ongoing legal obligation to implement a recruitment process that is free of unlawful discrimination.

34. Defendant violated the FCRA when it permitted its recruiter to discriminate and harass a candidate for employment based on the candidate's sex, and when it permitted its recruiter

to condition his communication of the candidate's offer of employment on the candidate engaging in a sexual relationship with the recruiter.

35. As a direct and proximate result of Defendant's discriminatory conduct in violation of the FCRA, Plaintiff has suffered, and continues to suffer, monetary damages, including, but not limited to, loss of past and future income, compensation, and benefits, as well as pain and suffering and emotional distress, for which Plaintiff is entitled to an award of damages, attorneys' fees, and costs.

36. Defendant's unlawful actions constitute bad faith, malicious, willful, and wanton violations of Plaintiff's federally protected rights, for which Plaintiff is entitled to an award of punitive damages.

WHEREFORE, Plaintiff seeks an order prohibiting the discriminatory practices set forth above, an order awarding front pay, back pay, compensation damages, pre- and post-judgment interest, damages, for emotional distress, punitive damages, attorneys' fees, costs, and any other relief that this Court deems is just and proper.

COUNT II: RETALIATION IN VIOLATION OF THE FCRA

37. Plaintiff re-alleges and incorporates by reference the allegations contained in paragraphs 2, 3-13, 22-31 above as if fully set forth herein.

38. Plaintiff opposed Defendant's violations of the FCRA when she made complaints to Defendant, through its recruiter, regarding the sex discrimination and harassment she experienced while applying for employment as a financial advisor.

39. Defendant had an ongoing legal obligation to implement a recruitment process that is free of unlawful discrimination.

40. Defendant violated the FCRA when it retaliated against Plaintiff by terminating her employment because Plaintiff engaged in activity protected by the FCRA, specifically, when she reported she was subject to unlawful sex discrimination and harassment in the workplace.

41. As a direct and proximate result of Defendant's retaliatory conduct in violation of the FCRA, Plaintiff has suffered, and continues to suffer, monetary damages, including, but not limited to, loss of past and future income, compensation, and benefits, as well as pain and suffering and emotional distress, for which Plaintiff is entitled to an award of damages, attorneys' fees, and costs.

42. Defendant's unlawful actions constitute bad faith, malicious, willful, and wanton violations of Plaintiff's federally protected rights, for which Plaintiff is entitled to an award of punitive damages.

WHEREFORE, Plaintiff seeks an order prohibiting the retaliatory practices set forth above, an order awarding back pay, compensatory damages, pre- and post-judgment interest, damages for emotional distress, punitive damages, attorneys' fees, costs, and any other relief that this Court deems is just and proper.

DEMAND FOR JURY TRIAL

Plaintiff hereby requests a trial by jury with respect to all claims so triable.

Respectfully submitted this 17th day of September 2024.

**DELEGAL POINDEXTER
& UNDERKOFER P.A.**

/s/ T.A. Delegal, III

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